ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: West Publishing Corporation d/b/a Thomson Elite ("Thomson Elite")

Title of Form Contract: West km Customer Agreement

Attached Form Contract consists of 7 pages without terms on both sides.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

A.	Any provision requiring the State of Indiana to provide insurance
B.	Any provision requiring the State of Indiana to provide indemnity
C.	Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
D.	Any provision providing that suit be brought in any state other than Indiana
E.	Any provision providing for resolution of contract disputes
F.	Any provision requiring the State of Indiana to pay any taxes
G.	Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
H.	Any provision modifying the statute of limitations provided by Indiana statute.
I.	Any provision relating to the time within which a claim must be made or suit brought.
J.	Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
K.	Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
L.	Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. Term. This Contract will begin December 1, 2005 and end May 1, 2009.

2. Compliance with Laws.
A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/.

If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing Contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

> (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

3. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

4. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

5. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Contract and Addendum. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

West, a Thomson business:

By: _____

Printed Name: Todd E. Sherrill

Title: Sr. VP Finance

Date: 31 Dec 2005

Office of the Indiana Attorney General:

By: _____

Printed Name: _____

Title: _____

Date: 12/29/05

Indiana Department of Administration:

_____ (for)

Earl Goode, Commissioner

Date: 1-30-06

Budget Agency:

_____ (for)

Charles Schalliol, Director

Date: 2/1/2006

For form and legality:
Indiana Office of the Attorney General

Elizabeth A. Brown (for)

Stephen Carter, Attorney General

Date: 2-17-06

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West km Customer Agreement

This CUSTOMER AGREEMENT (the "Agreement") is entered into between **STATE OF INDIANA, OFFICE OF THE ATTORNEY GENERAL**, with a place of business at 402 West Washington Street, Indianapolis, IN 46204 ("Customer") and **WEST PUBLISHING CORPORATION d/b/a Thomson Elite** ("Thomson Elite"), with a place of business at 5100 West Goldleaf Circle, Suite 100, Los Angeles, CA 90056 this ___day of _____, 2005, (the "Effective Date"), as follows:

1. Software License

1.1. Grant. Thomson Elite grants Customer a non-exclusive, non-transferable, limited license to use, and to allow its partners, shareholders, members and employees to use, the Software listed in Exhibit A hereto, in object code only, in Customer's normal course of business (including all currently installed versions and any prepaid updates included in the initial license, but excluding any new software feature or substantial additional functionality for which Thomson Elite, in its sole discretion, generally charges licensees of the Software additional license fees) ("Software"). The Software is protected by copyright and various U.S. and international patent applications.

1.2. Copying. Customer may make copies of the Software for backup purposes only. Each copy made by Customer must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software.

1.3. Other Restrictions. Customer may not loan, lease, distribute or transfer Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Customer may not use Software, nor allow Software to be used, to provide data management or processing services for third parties. Customer may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement), or modify, translate or otherwise create derivative works of the Software. Customer agrees to notify its employees and agents who may have access to Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

1.4 Server Code. The server code portion of the Software ("Server Code") may be used on the Specified Server(s). Customer may use the Server Code on other servers in addition to the Specified Server(s) upon payment of the applicable additional license fees to Thomson Elite; provided, however, that if the Specified Server(s) is/are temporarily incapable of operating, the Server Code may be temporarily installed on another server or servers pending repair of the Specified Server(s). "Specified Server" shall mean the application server, or related application servers, in support of the production database utilized by the Software and any equivalent replacement(s) for such server(s). The Specified Server(s) does/do not include any training, testing, backup or other non-production servers.

2. Other Licenses.
The Software may be used to access and use various West Publishing Corporation products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West Publishing Corporation user agreement.

3. Title.
Customer hereby acknowledges and agrees that all right, title and interest in and to the Software, the Software User Manual and any other related materials are, and shall remain, vested solely in Thomson Elite, and Customer shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Customer covenants and agrees that it shall make no use of the Software, the Software User Manual or any other related materials without Thomson Elite's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of Thomson Elite.

4. Confidential Information.

4.1 Thomson Elite acknowledges that any documents, the contents thereof, or other proprietary or confidential materials provided to Thomson Elite by Customer during the term of this Agreement ("Customer Confidential Information") are valuable assets of Customer. Thomson Elite will take reasonable steps to ensure that the Customer Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Thomson Elite will not permit any third party access to, in any manner, the Customer Confidential Information, except as provided in this Agreement. Customer Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software. Thomson Elite may access Customer's Software server to provide services as provided in this Agreement.

4.2 Customer acknowledges and agrees that the Software constitutes a valuable proprietary product of Thomson Elite and that the Software, together with the terms of this Agreement, shall be referred to as the "Thomson Elite Confidential Information." Customer will take reasonable steps to ensure that the Thomson Elite Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Customer will not permit any third party access to, in any manner, the Thomson Elite Confidential Information, except as provided in this Agreement. Customer may permit its independent contractors access to the Thomson Elite Confidential Information to the extent necessary for such contractor's provision of services to Customer if such contractor executes a confidentiality agreement with Customer or Thomson Elite which prohibits the contractor from using or disclosing the Thomson Elite Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the Elite software implemented by Customer.

5. Fees and Expenses.
Fees payable by Customer will consist of fees for the Software license ("License Fees") and fees for implementation and consulting services ("Services Fees"). The License Fees and Services Fees are set out in Exhibit A. Thomson Elite will provide maintenance and support services for the Software in accordance with the Maintenance Terms set out in Exhibit B hereto ("Maintenance Services"), for the Annual Maintenance Charge. Maintenance Services begin on Installation (as defined in Section 6 of Exhibit C). The Annual Maintenance Charge for the first year is set forth in Exhibit A. Maintenance Services shall automatically renew for successive one-year terms upon payment by

Customer of the Annual Maintenance Charge, unless terminated by either party by giving the other party sixty (60) days written notice prior to the end of the existing term. For subsequent terms the Annual Maintenance Charge shall be payable annually in advance. Thomson Elite reserves the right to increase the Annual Maintenance Charge for subsequent terms and shall give Customer advance notice of such increases. The License Fees set forth in Exhibit A were based upon the number of attorneys employed by Customer as of the Effective Date, as reported by Customer and set forth in Exhibit A. If the Customer's total number of attorneys increases above the limit set forth in Exhibit A, Customer will be required to pay additional License Fees to use the Software. Thomson Elite fees are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the sole responsibility of Customer. All reimbursable costs consisting of but not limited to reasonable travel, accommodation and related incidental expenses are the responsibility of Customer and shall be payable upon receipt of invoice from Thomson Elite. Thomson Elite will provide copies of receipts for expenses that exceed (US) $25.00 upon request of Customer. Customer will pay all invoices in full within thirty (30) days from the date of invoice. If full payment is not made, Customer may be charged up to the maximum legal interest on any unpaid balance. Thomson Elite may withhold and or delay delivery of software or services if Customer fails to comply with this Section 5.

6. WARRANTIES, REMEDIES AND LIMITATION OF LIABILITY.
6.1 Thomson Elite warrants that for the period ending ninety (90) days after Live Operation (the "Warranty Period") the Software will substantially conform to the Software User Manual (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY, AND THE WARRANTY SET FORTH IN SECTION 7.1, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. THOMSON ELITE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Customer may not be capable of supporting the Software. Thomson Elite does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Customer) will continue to be capable of access to and use with West Publishing Corporation services. Thomson Elite does not warrant that the Software will operate without interruption or be error-free. Customer acknowledges that provision of the Software entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to media.
6.2 In no event shall Thomson Elite's, or its officers', employees', directors', parent's, affiliates' or subsidiaries', liability to Customer arising out of or related to this Agreement, or the licensing, delivery, use or performance of the Software or services provided under this Agreement or any breach of this Agreement, whether based on an action or claim in contract or tort, including negligence, strict liability or warranty, except liability for bodily injury: (i) from the Effective Date through the end of the Warranty Period, exceed the License Fees paid hereunder and (ii) after the Warranty Period, exceed the Annual Maintenance Charge for the year in which the claim arises. In no event will Thomson Elite be liable for any lost profits or other damages, including indirect, incidental, exemplary, special or consequential damages arising out of this Agreement or

the use of the Software licensed hereunder, even if Thomson Elite has been advised of the possibility of such damages.
6.2.1 Failures Not Caused by Thomson Elite. Thomson Elite will not be responsible to the extent that the Software fails to perform as warranted due to one or more of the following: (1) the malfunction of software not provided by Thomson Elite, (2) the malfunction of hardware, (3) Customer's negligence or fault, (4) Customer's failure to follow the instructions set forth in the Software User Manual, (5) material changes in the operating environment not authorized by Thomson Elite, (6) modifications to or changes in the Software not made or suggested by Thomson Elite or (7) Customer's failure to implement and maintain a proper and adequate backup and recovery system for the Thomson Elite database or user files. If Thomson Elite discovers that a failure is caused by one of the above, Thomson Elite reserves the right to charge Customer for its work in investigating such failure. At Customer's request and at a fee to be agreed upon, Thomson Elite will thereafter assist Customer in resolving such failure. It is Customer's responsibility to develop and implement a proper and adequate backup and recovery system.
6.3 Remedies. Customer shall have the following remedies:
6.3.1 Termination for Breach. In the event that Thomson Elite materially breaches any of its obligations under this Agreement prior to or during the Warranty Period, including breach of a warranty or warranties provided herein, Customer may terminate this Agreement as provided in this Section 6.3.1. No termination shall occur unless Thomson Elite has been given written notice of the breach and fails to cure the breach, or to submit, to Customer's reasonable satisfaction, a plan for cure, within thirty days of receipt of notice. Upon such termination, Thomson Elite shall provide a refund as provided in Section 6.3.2.
6.3.2 Refund Upon Termination. Upon termination by Customer pursuant to this Section 6.3, Thomson Elite will refund to Customer all License Fees received by Thomson Elite as of the date of termination upon return of the Software.
6.4 Exclusive Remedies. The remedies in sections 6.3 and 7.1 are Customer's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Thomson Elite for damages (except for bodily injury) arising out of, relating to, or in connection with this Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

7. Indemnification.
7.1 Infringement Claims. Thomson Elite represents and warrants that it has sufficient right and interest to grant the rights herein. At its sole expense, Thomson Elite shall defend, indemnify and hold Customer harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by Thomson Elite, including paying any judgment, attorney fees, costs and expenses associated with such claim.
7.2 Without limiting its obligations under Section 7.1, in the event a claim of infringement or misappropriation is made against Thomson Elite or Customer with respect to the Software, Thomson Elite, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:
(i) substitute fully equivalent non-infringing software; or
(ii) modify the Software so that it no longer infringes but remains functionally equivalent.
If, as a result of such claim, Customer or Thomson Elite is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, Thomson

Elite will take one or both of the actions set forth in (i) and (ii) above or will obtain for Customer at Thomson Elite's expense the right to continue to use the Software. If none of these options can be accomplished in a reasonable time or are not commercially reasonable, Thomson Elite will refund to Customer the License Fee paid as amortized over a 60 month period from the Effective Date upon return of the Software.

7.3 Thomson Elite's obligation to indemnify Customer pursuant to this Section 7 is contingent upon Thomson Elite being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Customer shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Customer shall not settle any such claim or action without Thomson Elite's prior written consent.

7.4 This section 7 contains the entire warranty by Thomson Elite and the exclusive remedies of Customer with regard to any claimed infringement arising out of or based upon the Software used by Customer.

8. **Term and Termination.** This Agreement will continue in effect until terminated as provided herein. Thomson Elite may terminate this Agreement upon giving thirty (30) day written notice of termination to Customer if Customer commits a material breach of this Agreement and fails to cure such breach during the notice period. Customer may terminate this Agreement as provided in Section 6 above. , Customer may terminate this Agreement without cause immediately upon giving written notice of termination to Thomson Elite following payment in full of the License Fees and Services Fees, and, upon such termination without cause, Customer may, at its option, continue to use the Software for internal business purposes only; provided that the Software may not be re-engineered for use with other services and provided further that Customer acknowledges that, without maintenance and support, the Software may cease to operate and/or may not operate with other West Publishing Corporation products or services, including, but not limited to, Westlaw.

9. **General Provisions.**

9.1 **Effect of Agreement.** This Agreement (including Exhibits A hereto) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Any amendment must be in writing and signed by both parties.

9.2 **Force Majeure.** Thomson Elite shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

9.3 **Notices.** Except as otherwise provided herein, all notices must be in writing to Thomson Elite, 5100 West Goldleaf Circle, Suite 100, Los Angeles, CA 90056, Attention: Contracts Administration, and to Customer at the address first set forth above.

9.4 **Governing Law and Assignment.** This Agreement will be governed by and construed under the law of the state of California, U.S.A. without regard to conflicts of law provisions. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without Thomson Elite's prior written consent. Any attempt to assign or transfer in violation of this Section shall be null and void. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement

9.5 **Limitation of Claims.** Except for claims relating to the Software Fees or improper use of the Software, no claim, regardless of form, which in any way arises out of this Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

9.6 **Export Laws.** The Software and its related documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations. Customer shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the United States of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

9.7 **U.S. Government Restricted Rights.** Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product – Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

9.8. **Survival.** Sections 3, 4, 5, 6, 7, 8, and 9 shall survive any termination of this Agreement.

STATE OF INDIANA, OFFICE OF THE ATTORNEY GENERAL

Signature _____

Name (please print) _____

Title _____

Date _____

THOMSON ELITE

Signature _____

Name (please print) _____

Title _____

Date _____

SOFTWARE

Software Enterprise License Fees. West km (up to **100**** attorneys)	$ 25.626
Preferred Customer Discount	(2,500)
Total West km Software Enterprise License Fees	**$ 23,126**

SERVICE FEES (IMPLEMENTATION AND CONSULTING)

West km Service Fees:	$ 26,400
Preferred Customer Discount	4,400
Total West km Service Fees	**$ 22,000**

	Hours
Project Launch	1
Conduct Kick-off Conference Call	2
Strategic Implementation Planning	12
Vetting Strategy Development	6
Vetting Toolkit Planning	1
Vetting Toolkit Configuration & Synchronization Assistance	8
Ruleset Customization & Training Services	22
Vetting Toolkit Project Documentation	3
Software Installation, Technical Assistance	31
Project Management	18
Functionality Testing and Training	20
Live Operation Rollout of West km	5
Transition to Support and Project Documentation	3
Estimated Service Hours	132

TOTAL LICENSE FEES AND SERVICE FEES:* $ 45,126

THE LICENSE FEES AND SERVICE FEES ARE DUE AND PAYABLE AS FOLLOWS[1,2]:

Payable in nine (9) monthly payments of $5,014 each. The first monthly payment is due and payable upon invoice, which will be generated by Thomson Elite upon receipt of valid signed agreement. Subsequent monthly payments are due and payable within thirty (30) days from the date of invoice as set forth in Section 5 of this Agreement.

The Annual Maintenance Charge, $6,340, is due in accordance with terms set forth in Section 5.

These prices are effective through December 31, 2005.

**Customer's total number of attorneys may increase to 110 without incurring additional License Fees. The License Fee for the next band (up to 125 attorneys) is $7,649.

*Pricing does not include applicable taxes. Applicable taxes are the responsibility of Customer. Additional services or training may be required in addition to those already purchased. Customer will reimburse Thomson Elite for reasonable travel expenses as incurred.

¹ Should Customer delay their implementation of the additional Software beyond one (1) year of the Effective Date, Customer shall pay, at the end of such one (1) year period, the implementation service fees at Thomson Elite's then current service rate.

² Service dates that are cancelled by Customer less than 10 business days prior to scheduling will be billed to the Customer at 50% of Thomson Elite's costs. In addition, any non-refundable travel expenses will be charged to Customer.

EXHIBIT B – MAINTENANCE TERMS

1. Definitions. As used in these Maintenance Terms, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

"Critical Problem" shall mean a Problem that causes an adverse and material effect on Customer's ability to utilize the Software according to the Functional Standards. Critical Problems are handled in accordance with Section 2.2.1 of this Maintenance Terms.

"Non-Critical Problem" shall mean a Problem that does not meet the definition of a Critical Problem. Non-Critical Problems are handled in accordance with Section 2.2.2 of this Maintenance Terms.

"Problem" shall mean any failure of the Software to perform in accordance with the Functional Standards. Problems are classified as either Critical Problems or Non-Critical Problems depending on the impact of such Problem on Customer's operations.

"Updates" shall mean any periodic software releases and any release notes provided by Thomson Elite to correct Critical or Non-Critical Problems in the Software.

2. Maintenance Services.
Maintenance Services consist of the following:

2.1 Updates. Thomson Elite will provide all Updates for the Software to Customer. Customer shall be responsible for installing such Updates.

2.2 Telephone Support. Thomson Elite shall provide telephone support weekdays (except holidays) from 5:00am to 5:00pm, Pacific Time ("Business Hours"), for the reporting of Problems and for the handling of Customer questions relating to the operation of the Software.

2.2.1 Critical Problems. Thomson Elite shall respond to a report to its telephone support line of a Critical Problem within two (2) Business Hours. Thomson Elite will determine whether the Critical Problem is due to a defect in the Software or whether it is due to a failure not caused by Thomson Elite, as provided for in Section 6.2.1 of the Agreement. If the Critical Problem is due to a defect, Thomson Elite shall use its best efforts to correct the defect, or provide Customer with a way to temporarily work around the defect if able to do so, and notify Customer on a regular basis as to the progress of the corrective efforts until such time as a correction can be made. If Thomson Elite fails to respond to a Critical Problem as provided above, Customer may escalate the matter to the attention of the following individuals, in order: (i) the Thomson Elite Support Manager; (ii) Thomson Elite's Vice President of Customer Service; (iii) Thomson Elite's Chief Operating Officer.

2.2.2 Non-Critical Problems. In response to a report of a Non-Critical Problem, Thomson Elite will determine whether the Non-Critical Problem is due to a defect in the Software or whether it is due to a failure not caused by Thomson Elite, as provided for in Section 6.2.1 of the Agreement. If the Non-Critical Problem is due to a defect, Thomson Elite shall use reasonable efforts on a time available basis to correct such defect, but the correction may await the release of Updates.

3. Telecommunication Charges. Telecommunication charges associated with dial-up modem support are chargeable to Customer and will be invoiced monthly at Thomson Elite's direct cost. Payment is due upon receipt of invoice. Thomson Elite shall provide backup associated to charges in excess of twenty-five dollars (US$25.), upon Customer's request.

4. Customer Obligations. Customer shall insure that Thomson Elite's personnel are provided with such information under Customer control as is reasonably necessary to enable Thomson Elite to comply with its obligations hereunder.

5. Exclusions.

5.1 Thomson Elite's obligations hereunder shall extend only to: (a) the latest Update of the Software provided to Customer by Thomson Elite, and (b) software that has not been modified or altered in any way by anyone other than Thomson Elite or under Thomson Elite's direction.

5.2 Maintenance Services shall not include services for the items for which Thomson Elite is not responsible set forth in Section 6.2.1 of the Agreement.

5.3 The Annual Maintenance Charge does not include on-site service calls made at Customer's request (or travel and living expenses associated with such calls), shipping costs, telephone costs or the costs of any other services not specifically set forth herein.

6. Remedies.

6.1 If Thomson Elite is unable, after repeated efforts, to remedy a Problem by correction or replacement of software or a combination thereof, or if Thomson Elite otherwise materially breaches these Maintenance Terms and fails to correct such breach within thirty (30) days of written notice thereof, Customer may terminate these Maintenance Terms and receive a pro rata refund of the Annual Maintenance Charge for the then current term.

6.2 The foregoing remedy is exclusive and is in lieu of all liabilities or obligations for damages arising out of or in connection with these Maintenance Terms. Thomson Elite shall have no other liability to Customer whatsoever arising under these Maintenance Terms.

6.3 Survival. This Section 6 shall survive any termination of Maintenance Services or of the Agreement.

EXHIBIT C – IMPLEMENTATION AND TRAINING SERVICES

1. **Strategic Planning Meeting.** Thomson Elite and Customer shall schedule a Strategic Planning Meeting at Customer's site at a time to be mutually agreed for purposes of developing an implementation plan that lists the responsibilities of Thomson Elite and Customer for implementation of the Software, including the Software installation and document indexing (the "Implementation Plan"). Thomson Elite shall present a draft Implementation Plan for Customer review and comment within five (5) days after the Strategic Planning Meeting and the parties shall work to finalize and sign the Implementation Plan within the following five (5) days. The Implementation Plan may thereafter only be modified by a Change Order (defined below) or other written agreement signed by both parties.

2. **Project Managers.** At or before the Strategic Planning Meeting, each party shall inform the other of the individual appointed to serve as its project manager ("Project Manager"). The Project Managers shall serve as the primary contact in regard to coordinating and supervising the installation of the Software and conversion of the Customer's existing system. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party's respective obligations hereunder. Customer acknowledges that a change of Project Managers by Customer may result in delays in the implementation and necessitate an amendment to the Implementation Plan.
    2.1 Non-solicitation of Employees. Thomson Elite and Customer each agrees that it will not induce any employee of the other to terminate his or her employment relationship with the other party. In addition, Thomson Elite and Customer each agrees that it will not knowingly employ or offer employment to any employee of the other who has performed any services related to this Agreement within one year of the provision of such services.

3. **Change Orders.** Following execution of the Implementation Plan, Customer may submit requested changes to the Implementation Plan in writing to Thomson Elite. Thomson Elite shall respond to Customer's change request within fourteen (14) days of receipt. Thomson Elite's response (the "Change Order") shall identify any changes to the Service Fees or expenses and any changes to the Implementation Plan (including any resulting delay charges) that would result from implementing the change. Customer may, in its discretion, accept the Change Order by signing the Change Order and returning it to Thomson Elite. Upon execution by Customer, the Change Order will amend the Implementation Plan, and if applicable, Exhibit A. If Customer rejects the Change Order, the Implementation Plan will remain unaltered.

4. **Customer Obligations.** When Thomson Elite performs any services at Customer's facility, Customer shall be responsible for providing a safe and appropriate work space and access to all terminals, materials and related resources that may be reasonably required by Thomson Elite for timely performance of its obligations hereunder. Customer shall provide to Thomson Elite in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Customer hereunder or under the Implementation Plan.

5. **Training.** Thomson Elite shall make available to Customer, at the rate set forth in Exhibit A, at locations and times to be mutually determined by Thomson Elite and Customer, the Software training.

6. **Installation of the Software.** Thomson Elite and Customer shall cooperate to identify the hardware and related communications equipment necessary for installation of the Software. Installation of all hardware and supporting software is the responsibility of Customer. Once the configuration of the hardware, including the operating system, conforms to the minimum configuration requirements provided by Thomson Elite, Thomson Elite shall install the Software ("Installation").
    6.1 Configuration of the Software and Content Indexing. After installation of the Software, Thomson Elite shall configure the Software as defined in the Implementation Plan and proceed to index the Customer's content.
    6.2 Functionality Test. Following completion of the Configuration of the Software and Content Indexing, Thomson Elite and Customer shall perform the Functionality Test, located at http://thomsonelite.com/solutions/product-fam/westkm/index.asp, to determine whether the Software functions substantially in accordance with the Software User Manual.

7. **Pilot Rollout.** Upon Thomson Elite and Customer certifying that the Software functions substantially in accordance with the Software User Manual at the conclusion of the Functionality Test, Thomson Elite and Customer shall proceed with the Pilot Rollout. The Pilot Rollout shall continue for 45 days and shall consist of identification and training of the pilot group of users and deployment of the Software to the pilot group.

8. **Live Operation.** Customer shall begin production use of the Software ("Live Operation") at the end of the Pilot Rollout.

9 **Warranties and Remedies.** Thomson Elite warrants that it will provide the services set forth in this Exhibit C shall be consistent with industry standards and in accordance with such Implementation plan, including any specifications contained in such Implementation Plan. Customer's sole remedy for Thomson Elite's material breach of its obligations under an Implementation Plan and this Exhibit C will be to have Thomson Elite reperform the defective services so that they conform to the warranties provided herein. If Thomson Elite is unable after a reasonable time to provide conforming services, and the services relate to the initial implementation of the Software, Customer may terminate the Agreement pursuant to Section 6.3 thereof if such defective services cause the Software to fail to conform to the warranties provided in the Agreement.